

Cerbat Water Comp



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Arizona Corporation Commission
Compliance Department
1200 W. Washington St.
Phoenix, AZ 85007

May 8th, 2014

ORIGINAL


Docket # W-02391A-13-0234
Decision # 74440

Re: Updated Statement of Terms and Conditions

As ordered as a compliance item in this docket, Cerbat Water Company is filing an updated statement of terms and conditions as recommended by Staff.

Please contact me any time if you have any questions.

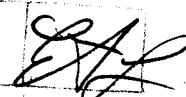
Respectfully,


Michelle Monzillo
Manager

Arizona Corporation Commission

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AZ CORP COMMISSION
DOCKET CONTROL

Applies to all **WATER** service areas

PART TWO

STATEMENT OF TERMS AND CONDITIONS
WATER SERVICE

I. CROSS-CONNECTION CONTROL

A. Purpose.

To protect the public water supply in the Company's water supply in the Company's water system from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code, Title 14, Chapter 2, Section 405.B.6 as adopted by the Arizona Corporation Commission, and Title 18, Chapter 4, Section 115, as adopted by the Arizona Department of Environmental Quality, as those regulations may be revised from time to time.

B. Inspections.

The customers shall cooperate fully with the Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the customer's premises.

C. Requirements.

In compliance with the rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B6 and A.A.C.R18-4-115 relating to backflow prevention:

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ISSUED BY:
B. Marc Neal, President
Cerbat Water Co., Inc.
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1. The Company may require a customer to pay for and have installed, maintain, test and repair a backflow-prevention assembly if A.A.C.R18-4-115.B or C applies.

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2. A backflow-prevention assembly required to be installed by the customer under This tariff shall comply with the requirements set forth in A.A.C. R18-4115.D and E.
3. The company shall give customer who is required to install and/or test a backflow-prevention assembly written notice of said requirement. If A.AC.R15-2-410.B.1.a. is not applicable, the customer shall be given thirty (30) days in which to comply with this notice, If the customer can show good cause as to why he cannot install the device within thirty (30) days, the company or the Arizona Corporation Commission Staff may grant additional time for this requirement.
4. Testing shall be in conformance with the requirements of A.A.C.R18-4-15.F. The Company shall not require an unreasonable number of tests.
5. The customer shall provide the Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:
 - a. assembly identification number and description;
 - b. location;
 - c. dates(s) of test (s)
 - d. description of repairs made by tester; and
 - e. tester's name and certification number.

D. Discontinuance of services.

In accordance with A.A.C. R14-2-407 and 410 provisions of this tariff, the Company may terminate service or deny service to a customer who fails to install and or test backflow-prevention assembly as required by this tariff.

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1. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a is applicable, the company terminates service immediately and without notice. The backflow-prevention assembly shall be installed and repaired by the customer and retested before service is restored.
2. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a is applicable, the back flow-prevention assembly shall be installed and/or repaired by the customer and tested within fourteen (14) days of written notice by the company. Failure to install or to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C.r14-2-410.

II. SERVICE LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as result of the normal operation of its water system. The company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallon per minute flow rate at any public fire hydrant nor fire sprinkler service. In the event service is interrupted or irregular or defective or fails from cause beyond the Company's control or through ordinary negligence or its employees or agents, the Company will not be liable for any injuries or damages arising there from.

III. TERMS AND CONDITIONS OF SERVICE TARIFF

A. Liability.

1. **Water pressure for Private Fire Service and Public Fire Hydrant Service.**

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SERVICE TARIFF

The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

2. **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
3. **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
4. **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
5. **Limitation of damages.** The liability of the Company for damages of any

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nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

6. **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

7. **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

B. **After Hours Service Charge.** The After-Hours Service charge fee is for service provided after normal business hours and appropriate when such is at the customer's request or for the customer's convenience. Such a tariff compensates the utility for additional expenses incurred from providing after-hours service. For example, a customer would be subject to an **Establishment** fee if work is done during normal business hours, but would pay an additional After-Hours Service charge if the customer requested establishment be done after normal business hours.

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IV. RULES AND REGULATIONS

- A. The Company has adopted the rules and Regulations established by the Commission as the basis for its operation procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order (s) provide otherwise.

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